

**AMENDMENT  
TO  
NON-RELOCATION AGREEMENT**

**THIS AMENDMENT TO NON-RELOCATION AGREEMENT** (this “**Amendment**”) is entered into as of March 29, 2023, by and among **THE COUNTY OF ERIE**, a New York municipal corporation having an office and principal place of business at Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 (the “**County**”), **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development, which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (the “**ECSC**”), and **BUFFALO BILLS, LLC**, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “**Bills**”), and, solely with respect to Sections 4 and 5(a) of the 2013 Non-Relocation Agreement, as defined herein, **THE STATE OF NEW YORK** (the “**State**”). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the 2013 Non-Relocation Agreement, as defined below.

**RECITALS:**

**WHEREAS**, the County leases the Stadium Complex to the ECSC pursuant to that certain 2013 Master Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014 and as amended by that certain First Amendment to 2013 Master Lease dated as of April 7, 2017 (the “**2013 Master Lease**”);

**WHEREAS**, the ECSC subleases the Stadium Complex to the Bills for the Team to play its home games at the Stadium Complex pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as amended as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017 (the “**2013 Stadium Lease**”);

**WHEREAS**, the County, the Bills, the ECSC, and the State are parties to that certain Non-Relocation Agreement dated as of May 6, 2013, as amended and assigned (the “**2013 Non-Relocation Agreement**”);

**WHEREAS**, the County, ECSC and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“**StadCo**”), an Affiliate of the Bills, intend to construct a new stadium complex (the “**New Stadium Complex**”) in accordance with that certain Stadium Development and Construction Coordinating Agreement, dated as of the date hereof (the “**CCA**”), between StadCo, the County and the ECSC, and upon Substantial Completion (as such term is defined in the CCA) of the New Stadium Complex, StadCo shall occupy, and the Team shall play its Games (as hereinafter defined) at, the New Stadium Complex in accordance with the terms and conditions of the New Stadium Lease (as such term is defined in the CCA) (as used herein, “**Games**” shall mean the Games in which the Team is scheduled or otherwise designated by the NFL as the “home team” or in which the Team acts as the host for its opponent, but excluding any Super Bowl in which the Team is a participant); and

**WHEREAS**, the parties hereto desire to amend the 2013 Non-Relocation Agreement to extend the Non-Relocation Term to the Amended Expiration Date (as hereinafter defined).

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, the ECSC, solely as to Sections 4 and 5(a) of the 2013 Non-Relocation Agreement, the State and the Bills agree as follows:

1. **Recitals**. The recitals set forth above are true and correct, form an integral part of this Amendment, and are hereby incorporated by reference in all respects.

2. **Non-Relocation Term**. The “Non-Relocation Term,” as such term is defined in Section 1(r) of the 2013 Non-Relocation Agreement, is hereby extended commencing with the eleventh (11th) Lease Year and continuing through and until the earlier of (A) Substantial Completion of the Project (as such term is defined in the CCA), (B) the mutual agreement of the parties, (C) the payment of liquidated damages in accordance with Section 5(b) if such liquidated damages are available as a remedy and are sought by the County and the ECSC, or (D) the date on which the CCA is terminated by the Bills in accordance with the CCA upon the occurrence of an ECSC Default (as such term is defined in the CCA) or a County Default (as such term is defined in the CCA) resulting from a material breach by ECSC or the County, as applicable, of its obligation to fund its respective unfunded portion of the Budget (as defined in the CCA) (the “**Amended Expiration Date**”).

3. **Games to be Played at Stadium**. Sections 2(a) and 2(b) of the 2013 Non-Relocation Agreement are hereby deleted in their entirety and replaced with the following:

(a) **Playing of Games**. Subject to Section 2(b) below, and except as otherwise permitted hereunder and by the 2013 Stadium Lease, the Team shall play, and the Bills covenant and agree to cause the Team to play, all of its Games in the Stadium at all times during the Non-Relocation Term. Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, one (1) Home Game (as defined in the New Stadium Lease) outside the Stadium during each NFL Season. The right of the Team to play one (1) Home Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season.

(b) **Untenantable Condition**. Notwithstanding the provisions of Section 2(a) above, the Bills shall have the right, without first obtaining the ECSC or County’s prior consent, to cause the Team to play any Game at an Alternate Site if there exists an Untenantable Condition at the Stadium, provided, however, that the use of any such Alternate Site shall be economically feasible and subject to the prior approval of the NFL, in its sole and absolute discretion. In such event, the Bills shall use good faith efforts to locate an Alternate Site, to the extent available, which is located within the State and that meets NFL criteria. If no such Alternate Site exists, then the Bills shall be permitted to use an Alternate Site outside the State. In no event shall the Bills’ obligation to use good faith efforts to locate an Alternate Site within or outside the State require the Bills take any action that could cause the Bills or the Team to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any Alternate Site located outside the contiguous United States shall be subject to the prior approval of the County

and ECSC, such approval not to be unreasonably withheld, conditioned or delayed; provided that the Bills shall promptly furnish written notice to each of the County and ECSC of the existence of such Untenantable Condition, which notice shall identify (to the extent such information is known by Team) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, (iv) the length of any contractual commitment made by the Bills to cause the Team to play its Games at the Alternate Site and (v) the length of time such relocation may continue may be no longer than is commercially reasonable to eliminate the existence of the Untenantable Condition.

4. **Specific Enforcement; Liquidated Damages.** Section 5(b) of the 2013 Non-Relocation Agreement is hereby deleted in its entirety and replaced with the following:

(b) The Bills acknowledge and agree that, if, upon the occurrence of a Non-Relocation Default, including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, equitable relief is not granted by a court of competent jurisdiction for any reason, or is otherwise unavailable, the payment of liquidated damages as provided herein is the next most appropriate remedy. Therefore, the parties agree that in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5(a), the County and ECSC, in the aggregate, will be entitled to recover from the Bills, as liquidated damages, an amount equal to the Liquidated Damages Amount (as hereinafter defined), as determined on the date such liquidated damages are deemed payable. “**Liquidated Damages Amount**” shall mean (i) from the date hereof until July 31, 2024, \$60,000,000, (ii) from August 1, 2024, until July 31, 2025, \$45,000,000, (iii) from August 1, 2025, until July 31, 2026, \$30,000,000, (iv) from August 1, 2026, until July 31, 2027, \$15,000,000 and (v) from and after August 1, 2027, \$0.

5. **Effect of Amendment.** Except as otherwise modified by this Amendment, the 2013 Non-Relocation Agreement is hereby ratified and confirmed by the parties in all respects.

6. **Authority.** Each of the Bills, the ECSC, the County and, solely as to Sections 4 and 5(a) of the 2013 Non-Relocation Agreement, the State, represents and warrants that (i) it has full power and authority to enter into this Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Amendment constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

7. **Consent of the State of New York.** The State of New York acknowledges receipt of a copy of this Amendment and the State of New York consents hereto.

8. **Governing Law; Venue.**

(a) This Amendment shall be governed by and interpreted in accordance with the internal laws of the State of New York, without giving effect to conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law.

(b) Each Party hereby agrees that all actions or proceedings arising directly or indirectly out of this Amendment shall be litigated only in the Supreme Court of the State of New York, Erie County, or the United States District Court for the Western District of New York. Each Party expressly submits and consents in advance to such jurisdiction and waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 8(b) of the 2013 Non-Relocation Agreement. Each Party agrees not to institute suit arising out of this Amendment against any other Party in a court in any jurisdiction, except as stated above, without the consent of such other Party. Each Party agrees that a true, correct and complete copy of this Amendment kept in the County's, the ECSC's or the Bills' course of business may be admitted into evidence as an original.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Copies of signatures to this Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted via email.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

**THE COUNTY OF ERIE,**  
a New York municipal corporation

By: \_\_\_\_\_  
Name: Mark C. Poloncarz  
Title: County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth,  
County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera,  
Deputy County Executive

*[Signatures Continue on Following Page]*

**ERIE COUNTY STADIUM CORPORATION,**  
a New York business corporation

By: \_\_\_\_\_

Name: Steven Ranalli

Title: President

**BUFFALO BILLS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Terrence M. Pegula

Title: Authorized Signatory

ACKNOWLEDGED AND AGREED  
AS TO SECTION 4 & SECTION 5(a) ONLY:

**STATE OF NEW YORK**

By: \_\_\_\_\_

Name: Steven Ranalli

Title: Authorized Signatory

STATE OF NEW YORK                    )  
  : SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  : SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  : SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public